



Non-State Capital Outlay Training Manual

Chapter 9: Planning Contracts

Planning

Planning costs associated with the approved project can be eligible for State participation, up to the amount listed in the cooperative endeavor agreement project budget.

State disbursements for Planning costs cannot exceed 10% of the construction cost.

All Planning services where State funds will be used for payments must be done under written contracts. Copies of executed written contracts must be submitted to FP&C prior to or concurrent with the first associated Request(s) for Disbursement. Faxes will not be accepted. A copy of the final product of a professional contract must be provided to FP&C in order for funds to be disbursed when the fee is greater than or equal to \$25,000.

Contracts executed prior to the date of the cooperative endeavor agreement or, prior to the date cash was made available for the State appropriation, are not eligible for State participation. For unconditional General Fund Direct monies and NRP bonds, the date cash is made available is the date the Capital Outlay Act is approved. For General Obligation bonds, the date the cash is made available is the date the Bond Commission approves a cash line of credit.

If desired by the non-state entity, FP&C will provide courtesy reviews of draft contracts in order to confirm that costs will be eligible for State participation.

Contracts for the preparation of construction documents where the fee is greater than or equal to \$25,000 will need to have the products of the schematic/preliminary design

phase (including a cost estimate) submitted to FP&C in order to receive an interim disbursement associated with that phase. Non-state entities are encouraged to allow FP&C to provide a courtesy review of the plans at the schematic/preliminary phase for all projects to confirm that the planned facility is functional and within the intent of the Capital Outlay Act/Request.

For all projects, FP&C will review final plans/specs to confirm that the planned facility is functional and within the intent of the Capital Outlay Act/Request.

For all projects, the construction documents/final design products (plans and specifications) will be reviewed by FP&C to confirm that the planned facility is functional and within the intent of the Capital Outlay Act/Request. This review can take place either prior to or after advertisement for bidding, but the review must be made prior to award of the construction contract. *Non-state entities are encouraged to submit the plans and specifications with a cost estimate for review prior to advertising for bids.*

Contracts for the preparation of construction documents where the fee is greater than or equal to \$25,000 will need to have the products of the construction documents/final design phase (including a cost estimate) submitted to FP&C in order to receive a disbursement associated with that phase.

State funds can be used for actual costs for design services, surveys, geotechnical investigation, supplemental resident inspection, production and distribution of contract documents and other such similar costs determined

Key Points

Planning

FP&C will reimburse the Entity for a reasonable fee
(if budgeted for State Participation on Exhibit A)

- If you execute a contract prior to receipt of funds or full execution of the co-op, the State cannot participate in these costs
- Submit proposal to FP&C before you execute contract to determine level of State participation, if any
- On Exhibit A, 10% maximum of construction is a budget, not an automatic fee
- FP&C Non-State Projects do not have a fee curve – State projects do reference a fee curve which requires a much higher level of effort from the design professional

FP&C is contracted by co-op with the Entity, not the designer; therefore all communication should be through the Entity. The Entity is responsible for forwarding copies of applicable correspondence to its consultants.

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Facility Planning and Control

November 22, 2011

The Honorable Placide Guidry, Mayor
Town of Marais
Post Office Box 9999
Marais, Louisiana 79999

Re: Fire Station Expansion, Acquisition, Planning and Construction
FP&C No. 50-MZZ-11-01

Dear Mayor Guidry:

We are in receipt of your letter of November 15, 2011 transmitting the proposed contract from Smith and Jones Architects, Inc., for design services for the above referenced project. Please note that since the State is not a signatory to the design contract, the following comments are recommendations which are given to indicate whether the State will participate in the referenced cost. I would suggest that you have your legal representative review the contract as well. After a courtesy review of the proposed contract I offer the following comments:

1. The proposed contract is an abbreviated standard AIA agreement and as such we have no objection to its use.
2. Article 11.2.1, Basic Services - The fee proposed is a lump sum and is based on 10% of the estimated construction cost. Please note that figure should be the maximum budget and should include contingency funds. Based upon the building type and expected effort required since this is a renovation project, the State can participate up to 9% of the construction cost award, subject to available funds. We recommend the fee be written as a percentage based upon the construction contract amount (or on an interim basis, the estimated cost of construction). The fee would be calculated as:

$$\begin{aligned}\text{Fee} &= 9\% \times (\$800,000 \text{ Construction Contract Award}) \\ &= \$72,000\end{aligned}$$

You as the Owner can always pay a higher fee, with you assuming the balance.

In regards to the proposed payment schedule, the State will pay per the following cumulative percentage payment schedule:

Program Completion Phase	5%
Schematic Design Phase	15%
Design Development Phase	35%
Construction Document Phase	65%
Bidding and Contract Phase	70%
Construction Administration Phase	100%

3. Article 10.2, Reimbursable Expenses - FP&C typically participates only in the cost of printing the bid documents, less retained deposits. You may wish to check with FP&C prior to obligating Capital Outlay funds for any additional services or reimbursable expenses in order to assure the level of State participation, if any.
4. Article 12, Additional Services – The State does not pay for a Contract Administrator and will, therefore, not participate in an additional cost of \$7,500 for that service.
5. Article 12, Additional Services – We do not see a need for a Resident Project Representative. 30% of the designer's base contract fee is for construction administration. If the Town of Marias feels this added service is necessary, the Town will be totally responsible for those charges.
6. Article 12, Additional Services - Fees for civil engineering work are usually included in the basic services fee (the architect pays the engineer out of the architect's fee).
7. The State will not participate in any termination charges and will only pay for completed work.
8. While the State will endeavor to make payments promptly, interest charges for late payments, attorney fees, and other such charges are not eligible for State participation.

Besides these issues, we see nothing in the proposed contract that might jeopardize overall eligibility for State funding, subject to the provisions of the Cooperative Endeavor Agreement. We have no objection to your executing a contract with Smith and Jones Architects, Inc., provided you accept the costs not reimbursed by the State.

As indicated in the cooperative endeavor agreement, this project will be administered according to the *Non-State Entity Capital Outlay Administrative Guidelines (July 1999 ed.)*. As indicated in the *Guidelines*, since the basic services fee will be greater than \$25,000, the products of the schematic and construction documents phases (with cost estimates) will need to be submitted to FP&C in order to receive interim disbursements for completion of those phases. Please provide me a copy of the fully executed contract prior to or concurrent with the first request for disbursement.

Thank you for your cooperation.

Sincerely,

Project Manager

c. doc. file

KEY POINTS

Design Contract Review

Function and Intent

- Does the scope of work meet the function/intent of the Act and the associated Capital Outlay Request?

Fee

- Is the cost reasonable for complexity of project and effort required? (no fee curve for Non-State Projects)
- Payment schedule – compare to FP&C cumulative percentage:

Program Completion Phase	5%
Schematic Design Phase	15%
Design Development Phase	30%
Construction Document Phase	60%
Bidding and Contract Phase	65%
Construction Administration Phase	95%
Contract Closeout	100%

Resident Project Representative (On-site construction representative)

- Is it applicable to the type of project?
- Is it a duplication of effort (as construction administration should be 25% to 35% of base contract)?

Additional Services

- Should they be part of basic services?
- Are they applicable to the project?
- Is the associated fee reasonable?

Reimbursable Expenses

- Discourage State participation to reduce “red tape”
- State must preapprove
- No mark up allowed

Termination Charges not allowed



Town of Marais

P. O. Box 9999 Marais, Louisiana 79999

January 17, 2012

Mr/Ms. Project Manager
Facility Planning & Control
Post Office Box 94095
Baton Rouge, LA 70804-94095

Re: Fire Station Expansion, Acquisition, Planning and Construction
FP&C No. 50-MZZ-11-01

Dear Mr/Ms. Project Manager:

Please find enclosed the schematic design drawings, outline specifications, and estimate of probable construction cost submitted for your review.

Thank you for your assistance.

Mayor Placide Guidry

enclosures

Key Points

Schematic Design Review

Function and Intent

- Does the design meet the function and intent of the Capital Outlay Act and the Request?

Budget

- Is the cost estimate within budget?

Drawings

- Are they complete and coordinated?

Conclude all reviews with:

- Recommendation that they submit the completed design package for our review prior to advertising
- Warning that entity must submit to FP&C for concurrence a Request for *FP&C Concurrence in Construction Contract Award* form (re: *1999 Guidelines*) with its required accompanying documentation prior to awarding a contract. If a contract is awarded prior to FP&C concurrence, then costs are not eligible for State participation.

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Facility Planning and Control

February 4, 2012

The Honorable Placide Guidry, Mayor
Town of Marais
Post Office Box 9999
Marais, Louisiana 79999

Re: Fire Station Expansion, Acquisition, Planning and Construction
FP&C No. 50-MZZ-11-01

Dear Mayor Guidry:

We are in receipt of your letter of January 17, 2012 transmitting the schematic document package for the subject project. The documents are by Smith and Jones Architects. Per the *Non-State Entity Capital Outlay Administrative Guidelines, July 1999*, FP&C provides reviews at the schematic phase to confirm that the facility is functional, within the intent of the Capital Outlay Request/Act, within budget, and to support an interim pay request for the designer.

Based upon my review the facility is designed to be functional and is within the intent of the Capital Outlay Request/Act. I see nothing in the documents that would jeopardize eligibility for State participation, subject to the provisions of the cooperative endeavor agreement.

I recommend that you submit the completed construction documents for my review prior to advertising. This will help prevent possible problems with the Louisiana Public Bid Law and hopefully provide for a smooth bidding process. When bids have been taken, the Town of Marais will need to submit to FP&C for approval a *Request for FP&C Concurrence in Construction Contract Award* form (re: *1999 Guidelines*) with its required accompanying information prior to awarding a contract. If a construction contract is awarded prior to FP&C concurrence, then the costs are not eligible for State participation.

If you have any questions, please call me at (225) 342-0823.

Thank you for your cooperation.

Sincerely,

Project Manager



Town of Marais

P. O. Box 9999 Marais, Louisiana 79999

March 17, 2012

Mr/Ms. Project Manager
Facility Planning & Control
Post Office Box 94095
Baton Rouge, LA 70804-94095

Re: Fire Station Expansion, Acquisition, Planning and Construction
FP&C No. 50-MZZ-11-01

Dear Mr/Ms. Project Manager:

Please find enclosed the construction documents and estimate of probable construction cost. This information is being submitted for a courtesy review prior to advertisement for bids.

Thank you for your assistance.

Mayor Placide Guidry

enclosures

KEY POINTS

Construction Document Review

Urge that submission is made PRIOR to advertising!!!!!!

FP&C is not responsible for correctness of design

- Review is provided as a courtesy to avoid public bid problems and potential change orders

Function and Intent

- Does the design meet the function and intent of the Capital Outlay Act and the Request?

Specifications

- Are they complete and coordinated?
- Do they meet the public bid law?
- Advertisement
- Instructions to bidders
- Require 5% bid bond
- Performance and payment bonds
- Preapproval process for substituting materials must be permitted
- No closed specs unless permitted by LA R.S. 38:2290 - 96
- Is the bid form clear?
- Are the bid form and possible alternates coordinated with the drawings?
- Is there anything in the bidding process that might cause confusion and thus possible bid rejection?
- In the limited review time available, are there any obvious technical problems that we might catch to prevent future change orders? [the State does not pay for errors and pays a reduced percentage for omissions]

KEY POINTS

Construction Document Review (continued)

Drawings

- Are they complete and coordinated?
- Do they meet the public bid law?
- In the limited review time available, are there any obvious technical problems that we might catch to prevent future change orders? [the State does not pay for errors and omissions]

Permits

- State that entity is responsible for obtaining all local, state, and federal permits
- If a building, obtain copy of Louisiana State Fire Marshal approval if applicable
- Is ownership of property an issue? I.e., have servitudes or leases been obtained? [will need prior to FP&C concurrence of contract award]
- If a road or sewer project, are DOTD or railroad permits required?

Proposed Construction Contract

- Is the entity a signatory?

Conclude all reviews with warning

- Entity must submit to FP&C for approval a *Request for FP&C Concurrence in Construction Contract Award* form (re: 1999 *Guidelines*) with its required accompanying documentation prior to awarding a contract.
- **If a construction contract is awarded prior to FP&C concurrence, then the costs are not eligible for State participation.**

KEY POINTS

Public Bid Law Review

Applicable Statutes

- Chapter 10 of Title 38 of the Louisiana Revised Statutes

Estimated Cost

- R.S. 38:2212(A)(3)(c)(i) states if designer's estimate is more than funds budgeted, project cannot be advertised
- Designer's estimate shall be read aloud upon opening bids.

Method of securing bids [R.S. 38:2212(A)(1)(a)]

- If ultimate cost expected to be over \$150,000 must be advertised, publicly bid, and awarded to the lowest responsible bidder.
- Must use "Uniform Public Work Bid Form" which became effective 8/20/09.
- No extra submittals are permitted as part of the Bid submittal itself.

Advertisement [R.S. 38:2212(A)(3)(a)(c)]

- Published once a week for three weeks
- First ad not on a Saturday, Sunday, or legal holiday
- First ad at least 25 days prior to bid opening
- If mandatory (recommend voluntary) pre-bid conference must be in first ad
- Cannot waive certain informalities [R.S. 38:2212(A)(1)(b)] and can only reject bids under certain conditions

Instructions to Bidders

- Plan deposits (twice actual cost of reproduction) [R.S.38:2212(A)(1)(e)]
- Prime bidders get first set full refund, all other bidders (whoever leaves a deposit for a set) gets ½ deposit back if returned in good condition
- Submission of bids [R.S.38:2214]
- Cannot prevent a licensed contractor from submitting a bid, however, can disqualify if not a "responsible bidder" [R.S.38:2212(J); R.S.38:2216(C)(2)]

KEY POINTS

Public Bid Law Review (continued)

Alternates [R.S.38:2212(A)(3)(e)]

- No more than three
- Must be taken in order unless the bidder is not affected

Addenda [R.S.38:2212(C)]

- Issuance and bid postponements

Bond Required

- Bid bond 5% [R.S.38:2218]
- Performance bond [R.S.38:2216; R.S. 38:2219]
- Payment bond [R.S.38:2218; R.S. 38:2241]

Product Equals [R.S.38:2212(F)(2)]

- Standard of quality statement
- Utilize “or approved equal” in the technical portion of the specifications to emphasize

Retainage [R.S.38:2248(A)]

- 10% if < \$500,000; 5% if \geq \$500,000

Project Closeout [R.S.38:2248(A)(B)]

- Certificate of Substantial Completion/Acceptance
- Costed Punch List
- 45 Day Clear Lien Certificate

Closed Specifications [R.S.38:2290-2296]

- Not allowed except for few exceptions
- When allowed
- What is required
- Separate line item on bid form
- Pre-bid approval opportunity must be allowed

LA R.S. 38:2212(A)(3)(c)(ii)

The bid form shall contain Bid Security or Bid Bond, Acknowledgement of Addenda, Base Bid, Alternated, Bid Total, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution and Louisiana Contractors License Number, and on public works projects where unit prices are utilized, their inclusion in the bid form. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the Bidding Documents. The Division of Administration, Office of Facility Planning and Control, shall develop and prescribe the necessary bid form for public works projects for public bid purposes and implement the provisions of this Section of the bid form in accordance with the Administrative Procedure Act.

Chapter 3. Louisiana Uniform Public Work Bid Form

§301. Name

A. The name of this document shall be the "Louisiana Uniform Public Work Bid Form" also referred to hereinafter as "Bid Form."

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§303. Authority

A. This form is prepared and issued in accordance with Acts 726 and 727 of the 2008 Regular Legislative Session.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§305. Purpose

A. The purpose of this rule shall be to provide for the more effective and efficient letting of public works contracts and to establish a uniform standardized bid form to facilitate this.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§307. Applicability

A. This rule shall apply to all state agencies and political subdivisions. The bid form shall require only the information necessary to determine the lowest bidder. With the exception of unit prices, all items on the Louisiana Uniform Public Works bid form shall be included for public works projects. No other information may be required from the bidder. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the bidding documents.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§309. Definitions

A. For the purposes of the Louisiana Uniform Public Works bid form the following terms shall have the stated meanings.

Alternate—a specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

Base Bid—the amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

Bid—a complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in

accordance with the bidding documents, is evaluated on price alone and is not subject to qualification.

Bidder—an entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

Bid Form—a form provided to the bidder on which to submit his bid.

Bid Security—a bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

Bidding Documents—documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

Owner—the public entity issuing the bid.

Public Entity—means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

Public Work—the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

Unit Price—the amount stated in a project bid representing the price per unit of materials and/or services.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1521 (August 2009).

§311. Alternates

A. Provide space for, give descriptive title to and arrange for alternates in the order of priority. A maximum of three alternates are allowed by state law.

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

§313. Unit Price Form

A. The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: _____

(Owner to provide name and address of owner)

BID FOR: _____

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: _____

_____ and dated: _____

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO:

(Owner to provide name and address of owner)

BID FOR:

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Facility Planning and Control

March 31, 2012

The Honorable Placide Guidry, Mayor
Town of Marais
Post Office Box 9999
Marais, Louisiana 79999

Re: Fire Station Expansion, Acquisition, Planning and Construction
FP&C No. 50-MZZ-11-01

Dear Mayor Guidry:

We are in receipt of your letter of March 17, 2012 transmitting the construction document package for the subject project. The documents are by Smith and Jones Architects. Per the *Non-State Entity Capital Outlay Administrative Guidelines, July 1999*, FP&C provides reviews primarily to confirm that the facility is functional and within the intent of the Capital Outlay Request/Act. We may also provide a limited technical review. I offer the following comments:

1. Please note that the Town of Marais is responsible for obtaining all of the applicable local, state and federal permits.
2. Specification Section 00030 - Advertisement to Bid: The designer states that "All sets furnished to subcontractors and suppliers will be non-refundable." Please note that this would be in conflict with LA R.S. 38:2212(A)(1)(e) [see attached]. This statute states that "On other sets furnished to bidders [prime bidders are not mentioned here] the deposit less actual cost of reproduction will be refundable upon return of the documents no later than ten days after receipt of bids". A bidder is considered any one who uses the bid documents to help them provide a bid for their product or services, whether they be supplier or subcontractor. Furthermore, if a set is returned in good condition only the actual cost of reproduction can be retained. This is necessary to insure that bidders are not unduly hampered in obtaining bid documents and providing a bid.
3. Specification Section 00030 - Advertisement to Bid and Section 00100 - Instructions to Bidders: The statement, "Only bids from Contractors securing contract documents from the architect will be opened" may be in conflict with the Louisiana Public Bid Law. Please tell me which statute allows this prohibition. If this statement remains, the project may have to be rebid to qualify for State funding.
4. Specification Section 00030 - Advertisement to Bid and Section 00100 - Instructions to Bidders: I strongly recommend deleting the statement, "Contractors and Subcontractors shall be responsible for all matters discussed at the Pre-Bid Conference as well as decisions made at that time". No direction or decisions should be given at a Pre-Bid Conference, especially if it is not a mandatory Pre-Bid Conference. All directions, decisions, and clarifications must be issued in an

addendum to all bidders who have construction documents in order to become part of the contract.

5. Specification Section 01630 – Product Options and Substitutions: Paragraph 1.03(B), to comply with the Louisiana Public Bid Law you must allow for prebid approval of products per LA R.S. 38:2295(2)(c).
6. Specification Section 05512 – Prefabricated Steel Stair System: List an approved equal in paragraph 2.1. If none exists, then this Section would be considered a “closed specification”, which would be in conflict with the Louisiana Public Bid Law, unless it could comply with LA R.S. 38:2295-2296.
7. Specification Section 07220 – Lightweight Insulating Concrete Roof Insulation: Complete paragraphs 3.3(c) and (d).
8. Drawing C1.1 – Add Alternate #1 Overflow Parking: If this parking area is required by City Code than it must be part of the Base Bid. If it is additional parking that is not required by Code, than it can remain an Add Alternate. Facility Planning and Control could not otherwise concur in construction contract award if the project were not fully functional upon full expenditure of State funds.

Based upon my review, provided the above comments are addressed, the facility is designed to be functional and is within the intent of the Capital Outlay Request/Act. Otherwise, I see nothing in the documents that would jeopardize eligibility for State participation, subject to the provisions of the cooperative endeavor agreement. Although FP&C does not perform a formal technical review, any technical comments that were made should also be addressed and were made in an effort to reduce potential change orders. If you or your designer have any questions, or take exception to any of the comments, please contact me.

When bids have been taken, the Town of Marais will need to submit to FP&C for approval a *Request for FP&C Concurrence in Construction Contract Award* form (re:1999 Guidelines) with its required accompanying information prior to awarding a contract. If a construction contract is awarded prior to FP&C concurrence, then the costs are not eligible for State participation.

If you have any questions, please call me at (225) 342-0823.

Thank you for your cooperation.

Sincerely,

Project Manager

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